

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

READY FOR THE WORLD INC.,
d/b/a READY FOR THE WORLD,

Plaintiff,

Case No.

v.

MELVIN RILEY, JOHN EATON,
RENEE ATKINS, DANIEL DILLMAN
d/b/a CURTAIN CALL PERFORMING ARTS,
JAN MARK LAND, et al.

Defendants.

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**VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER,
INJUNCTIVE RELIEF AND DAMAGES**

Plaintiff, Ready for the World Incorporated (“Ready for the World”) files this Complaint against Melvin Riley, John Eaton, Renee Atkins, Daniel Dillman and Curtain Call Performing Arts, Jan Mark Land, et al. (collectively known as the “Defendants”) seeking an injunction and damages on the grounds of trademark infringement, trademark dilution, false designation of origin, passing off, false advertising, unfair competition and violation of the Michigan Consumer Protection Act.

Verified Complaint

NATURE OF THE CASE

1. This is an action for trademark infringement, dilution, passing off, false designation of origin and unfair competition pursuant to 15 U.S.C. Sec. 1114, 1125(a) and 1125(c), and for related claims under applicable Federal and State law arising out of and in connection with Defendants' unauthorized use of the trademark "Ready for the World" in commerce in connection with the performance of live music and musical recordings as the musical group "Ready for the World", "Ready for the World featuring Melvin Riley", "Ready 4 the World", "Melvin Riley is Ready for the World", or "Ready".

PARTIES

2. Plaintiff Ready for the World is a Delaware corporation organized under the laws of the State of Michigan.

3. Defendants Melvin Riley and John Eaton are singers, songwriters and former members of the musical group, Ready for the World and reside in Flint, Michigan.

4. Defendant Renee Atkins is the agent/manager of Defendant Melvin Riley and is directly involved in the complained of activities and regularly transacts business in the State of Michigan and in this judicial district.

5. Defendant Daniel Dillman is a concert promoter with Curtain Call Performing Arts Inc., a California corporation, and is directly involved in the complained of activities and regularly transacts business in the State of Michigan and in this judicial district.

6. Defendant Jan Mark Land is a performer and social media curator for Melvin Riley and is directly involved in the complained of activities and regularly transacts business in the State of Michigan and in this judicial district.

JURISDICTION AND VENUE

7. Jurisdiction is proper in this Court pursuant to 15 U.S.C. sec. 1121(a) and 28 U.S.C. sec. 1331 and 1338 in that this civil case arises under the Trademark Laws of the United States, Lanham Act 15 U.S.C. sec. 1051 *et seq.*

8. This Court has original jurisdiction over this action over Plaintiff's claims arising under the laws of the United States, particularly under the Federal Trademark Act, as amended, 15 U.S.C. sec. 1051 *et seq* and has jurisdiction over any state claims pursuant to 28 U.S.C. sec. 1331, 1367.

9. This Court has supplemental jurisdiction over this action pursuant to 28 U.S.C. sec. 1367 with respect to claims under the laws of the State of Michigan, insofar as such claims are so related to other claims over which this Court has original jurisdiction as they form part of the same case or controversy under Article III of the United States Constitution.

10. Venue is proper in this district and division pursuant to 28 U.S.C. sec. 1391 because individual Defendant's Melvin Riley and John Eaton reside in this District, and Defendant's Renee Atkins, Daniel Dillman and Jan Mark Land have significant contacts in this District and division.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

The history of Ready for the World and the Ready for the World Marks

11. Ready for the World is an American R&B band from Flint, Michigan, that scored several pop, soul, and dance hits in the mid to late 1980s.

12. Ready for the World ascended upon the music scene in the mid-eighties. Their debut album entitled "*Ready For The World*" was released in 1985 on MCA records. There were a total of 5 single releases off the debut album with the song entitled "*Oh Sheila*" charting to #1 on four different charts all within the same week. This feat of being number one on the R&B, Pop, Dance, and Video Billboard charts earned the group a place in the Guinness Book of World Records. "*Oh Sheila*" also earned Gold status as a single and helped propel the group to Platinum status with over 5 million albums sold.

13. Ready for the World's first album also charted in the top 5 in all Western European Countries and Australia, with their best known hit "*Oh Shelia*". The song "*Digital Display*" followed and hit # 21.

14. In 1986, the band released their second album, *Long Time Coming* produced by Gary Spaniola, which returned them to the Top 10 on the pop charts with the slow jam, "*Let Me Love You Down*," which peaked at #9. That year, Ready for the World also appeared on The Beverly Hills Cop III soundtrack as well as, co-produced a song with Rod Templeton (who also wrote "*Thriller*" the greatest selling single to date) on the Running Scared soundtrack starring Gregory Hines and Billy Crystal.

15. Between 1985 and 1992 Ready for the World performed nationally and internationally following up on the success of the 1985 and 1986 album releases.

16. In 1992 Melvin Riley signed an independent recording agreement with MCA records.

17. At this time, MCA records also terminated their relationship with Ready for the World. The band was ready to sign a contract with RCA records but MCA records sent a cease and desist letter to the remaining members claiming an agreement between the band and RCA would interfere with their deal with Melvin Riley as a solo artist.

18. From 1992 to 1998, Ready for the World and Melvin Riley did not perform or record together.

19. In late 1998, Defendant Melvin Riley and Ready for the World reunited to continue touring and performing the hits that afforded Ready for the World a national and international following.

20. In 2008 Ready for the World Inc., was formed by Melvin Riley, Willie Triplett, Gordon Strozier, Gregory Potts, Gerald Valentine and John Eaton. A true and correct copy of the Certificate of Incorporation is attached hereto as **Exhibit A**.

21. In 2010, Ready for the World registered a trademark with the United States Patent and Trademark Office (referred to as the “READY FOR THE WORLD Marks”):

- a. Reg. No. 3,820,855 (July 20, 2010): Class 41 Trademark for “READY FOR THE WORLD,” granting Ready for the World Inc. exclusive rights to the mark for entertainment, namely, live performances by a musical band, in Class 41 (U.S. CLS 100,101 and 107). Attached heretofore as **Exhibit B**.

22. This mark is still active and in use today by Ready for the World Inc., d/b/a/ “Ready for the World”.

23. On February 18, 2015 an email was sent from Defendant Melvin Riley to Ready for the World, wherein Defendant Melvin Riley stated that he would only perform under a solo entity as Melvin Riley. A copy of this email is attached hereto as **Exhibit C**.

24. In February 2018, Ready for the World Inc., executed a Shareholders Agreement that was endorsed and executed by all members except Melvin Riley, who refused to sign it. A true and correct copy of the Agreement is attached heretofore as **Exhibit D**.

25. On February 18, 2018, Terry Harvey, Ready for the Worlds' manager since September of 2017 contacted Defendant Melvin Riley and confirmed with him that he had left the group Ready for the World and would no longer perform live with Ready for the World. **Exhibit E**.

26. In October of 2018, Defendants contacted Amanda Tilk of Groove Entertainment, and Steve Seiden of Yapsody Entertainment and the Sycuan Casino via email, attached heretofore as **Exhibit F**, making an "Announcement" stating that he was no longer performing or touring with Ready for the World but now is performing with John Eaton under the name "Ready 4 the World":

"Due to the inquires that have been coming through my feed, I would like to clear up some things regarding Ready for the World and whomever is singing at the concerts that night, as well as over the last few months. Thank you all for showing so much love. I tour under the name Ready 4 the world featuring, Melvin Riley or Melvin Riley with a full band, so that promoters know if I am on the show or not, as well as John Eaton the original bass player. If the billing just says Ready for the world, I will not be performing on that show. Many have gone to a show expecting to see me perform and there was another person singing, so make sure to check the billing title. For booking Melvin Riley and Ready or Ready 4 the world featuring Melvin Riley or Melvin Riley alone...

Please contact my manager for any Ready for the world shows with the original lead singer: Renee Atkins 678-369-3522".

27. In April of 2018 Ready for the World replaced Defendant Melvin Riley with Ray Lavender. This change was announced in a “BIO” of READY FOR THE WORLD issued to promote their tour and new music. The change to Ray Lavender is included in this “BIO” on page 2 paragraph 2 attached heretofore as **Exhibit G**.

28. Since the departure of Melvin Riley in 2015, Ready for the World has continued to record and perform under the READY FOR THE WORLD trademark.

29. In fact, in 2018 alone, Ready for the World has continued performing live in concerts at the following locations:

- a. July 20, 2018, Lincoln, California;
- b. August 11-14, 2018, Atlanta, Georgia;
- c. September 28, 2018, Tulsa, Oklahoma;
- d. September 29, 2018, Augusta, Georgia; and
- e. October 20, 2018, Los Angeles, California.

30. The READY FOR THE WORLD mark is a famous mark within the meaning of 15 U.S.C. sec 1125(c).

31. Further, the registration for the READY FOR THE WORLD mark is valid and incontestable pursuant to 15 U.S.C. sec. 1065 and 1115(b).

32. Ready for the World Inc., has invested substantial time, money and effort in developing the goodwill associated with the READY FOR THE WORLD mark.

33. Among other things, Ready for the World Inc., has engaged in extensive marketing, promotions and other media to maintain the group’s visibility.

34. Notably, Defendants are not authorized to use the READY FOR THE WORLD mark in connection with their independent activities related to musical sound and video recordings or musical performances.

35. Defendants have never asked for, nor obtained, permission from Ready for the World Inc., to use the READY FOR THE WORLD mark in connection with their musical endeavors or performances.

36. The READY FOR THE WORLD mark is an inherently distinctive trademark, and as such, it has acquired special significance as the name of a distinct musical group that has been actively recording and performing music since 1985.

37. Defendants' improper use of the READY FOR THE WORLD mark gives the false impression to consumers that Defendants are either endorsed by or affiliated with Ready for the World, or have reconstituted the band with founding members in a manner that is likely to cause confusion among reasonable consumers.

Defendants' Infringing Activities

38. On or around June of 2017 Plaintiff noticed improper advertisement in the marketplace throughout the United States in print, social media, radio advertisements as well as a display on the marquee of the BAL theatre for a show on September 22, 2018 being performed by Defendant's MELVIN RILEY AND JOHN EATON, booked and arranged by Defendant RENEE ATKINS and promoted by DANIEL DILLMAN and CURTAIN CALL PERFORMING ARTS.

39. In investigating the matter, Plaintiff's agent, Otis Warren, discovered that the BAL Theater and Defendants were improperly using the READY FOR THE

WORLD mark advertising and promoting a show by “Ready for the World” and “Ready 4 the World featuring Melvin Riley”. See **Exhibit H**.

40. Tickets to attend the concert at the BAL Theater for “Ready for the World” ranged in price from \$15.00 - \$80.00 each.

41. Ready for the World was not scheduled to perform in San Leandro California, nor had they given Defendants the authority or right to advertise or perform live or otherwise using the READY FOR THE WORLD mark.

42. It is clear that Defendant Melvin Riley’s social media accounts including Instagram and Twitter and other promotional materials were misleading the public into believing that platinum recording artists Ready for the World would be performing at the BAL theater by advertising a concert for “Ready for the World” and also using the name “Ready 4 the World featuring Melvin Riley”.

43. See attached Composite **Exhibit I** for promotional and advertising materials.

44. The marquee outside of the BAL theater stated, “Ready for the World Concert” attached heretofore as **Exhibit J**.

45. On April 20, 2018 Ready for the World Inc., sent a letter to Defendant Renee Atkins to cease and desist promoting Melvin Riley as “Ready for the World.”

46. On July 16, 2018, attorney for Plaintiff at the time, Dixon Kummer, sent a letter to Defendants demanding they “cease and desist” from any and all use of the READY FOR THE WORLD mark as they were misleading the public and damaging Ready for the Worlds’ intellectual property rights, reputation and brand. A true and correct copy of the letter is attached heretofore as **Exhibit K**.

47. Despite actual knowledge of the cease and desist letter and the infringement of the READY FOR THE WORLD mark, Defendants proceeded with the concert as scheduled trading on Ready for the World's good name, reputation and the READY FOR THE WORLD mark.

48. On September 22, 2018, Defendants Melvin Riley and John Eaton played many of the hits identified with Ready for the World, including "Oh Sheila" and "Tonight".

49. Throughout the live performance on September 22, 2018 at the BAL theater, none of the Defendants nor anyone else acknowledged that the performers on stage were not the actual members of Ready for the World, but instead a group of musicians performing Ready for the World's songs and former members of the band.

50. The improper marketing of Defendants Melvin Riley and John Eaton as "Ready for the World" did in fact cause confusion in the marketplace as evidenced by an October 3, 2018 email from Steve Seiden of Yapsody to Jordan Tubiolo of Wenig-LaMonica Associates, which stated:

"If there was going to be a lineup change and especially with the lead singer we should have been consulted. Now I have to tell the casino about this and I don't think they're going to be particularly happy. It could hurt the relationship between the companies."

Attached heretofore as **Exhibit L**.

51. In addition to the live performance on September 22, 2018, Defendants Melvin Riley, Renee Atkins and Jan Mark Land are improperly marketing Melvin Riley using the READY FOR THE WORLD mark on Melvin Riley's Facebook page which states "For booking Melvin Riley & Ready for the World & Interviews contact 678-369-3522 (phone number for Defendant Renee Atkins)" attached heretofore as **Exhibit M**.

52. Defendant's Melvin Riley, John Eaton and Jan Mark Land have improperly promoted their band using the READY FOR THE WORLD mark on their social media accounts, including, but not limited to, Melvin Riley's website, www.melvinriley.net, Facebook accounts, www.facebook.com/officialmelvinriley/, and www.facebook.com/ready4theworldfeaturingmelvinriley, his Instagram account, www.instagram.com/officialmelvinriley/, and Twitter account www.twitter.com/melvinrileyrftw/, where he posts as @MelvinRileyRFTW, and to potential customers of Ready for the World, Inc., and, in doing so, has misrepresented the nature of its musical performances to be those of Ready for the World Inc. True and correct copies of relevant portions of the Facebook, Instagram and Twitter accounts referenced above are attached hereto as Composite **Exhibit N**.

53. Despite actual knowledge of infringement, Defendant Melvin Riley, continues to improperly use the READY FOR THE WORLD mark without authorization, now promoting an upcoming performances on February 8, February 15-16 and March 16, 2019 as "Ready 4 the World (large font) featuring Melvin Riley (smaller font)" attached heretofore as **Exhibit O**.

COUNT 1
Federal Trademark Infringement, 15 U.S.C. sec. 1114

54. Ready for the World reincorporates by reference paragraphs 1 through 53 of this complaint as though fully set forth herein.

55. Ready for the World has a trademark, which is inherently distinctive, and/or has established secondary meaning as evidenced by the United States Patent and Trademark Office Registration No. 3,820,855.

56. Defendants have engaged in the acts set forth above to cause confusion and to deceive and defraud both the public and consumers of Ready for the World's services.

57. As set forth above, Defendants have, without Ready for the World Inc.'s consent, used in commerce a reproduction, counterfeit, copy or colorable imitation of the READY FOR THE WORLD mark in connection with live musical performances.

58. The unauthorized use of the READY FOR THE WORLD mark is likely to cause, and has caused, confusion and mistake, and is likely to deceive, and has deceived, the consuming public as to the affiliation, connection, or association of Defendants Melvin Riley and John Eaton with Ready for the World that they do not have.

59. Defendants' actions constitute a violation of Section 32(1)(a) of the Lanham Act, 15 U.S.C. sec. 1114(1)(a).

60. Defendants' conduct has and will continue to cause confusion to, mistake by, and deception of customers as to the source of Defendants' services and/or its relationship with Ready for the World Inc.

61. As a direct and proximate result of Defendants' deliberate and intentional infringement, Ready for the World has suffered and continues to suffer irreparable harm for which it has no adequate remedy at law.

62. Defendants' conduct has and will continue to cause irreparable harm to Ready for the World, unless restrained, restricted and enjoined by this Court.

63. Defendants' deliberate and intentional infringement makes this an exceptional case under 15 U.S.C. sec. 1117(a) and allows for the award of Defendants'

profits, treble damages, and the costs of the action including its reasonable attorneys' fees and costs.

COUNT II

FEDERAL TRADEMARK INFRINGEMENT, 15 U.S.C. sec 1125(a)

64. Ready for the World incorporates by reference paragraphs 1 through 63 of the complaint as though more fully set forth herein.

65. Defendants' actions in using the READY FOR THE WORLD mark in connection with live musical performances constitute a false designation of origin, sponsorship, or approval in violation of Section 43(a) of the Lanham Act, 15 U.S.C. sec. 1125(a).

66. Defendants have improperly promoted their musical act to the public and to potential customers of Ready for the World Inc., on their social media accounts, including, but not limited to, the website, www.melvinriley.net, Facebook account www.facebook.com/officialmelvinriley/, Instagram account, www.instagram.com/officialmelvinriley/, and Twitter account www.twitter.com/melvinrileyrftw/, where Defendants post as @MelvinRileyRFTW and otherwise, and, in doing so, have misrepresented the nature of their musical performances to be those of Ready for the World Inc.

67. Defendants have and continue to engage in the aforementioned acts with the intent to deceive and defraud the public and consumers of Ready for the World's services and live music performances to pass and palm off Defendants' live concerts and musical performances as those of Ready for the World. Defendants' improper and infringing acts have created and are likely to continue to create confusion in the minds of

reasonable consumers as to the affiliation and sponsorship of their activities by Ready for the World.

68. Defendants' misrepresentations to customers and potential customers by the use of marketing and promotion of the infringing name on websites and other social media accounts constitute a false designation of the origin of the services entering commerce on behalf of Defendants and are false descriptions and representations of these services and musical performances.

69. These misrepresentations have and will continue to cause confusion to, mistake by, and deception in the minds of reasonable consumers as to the source of origin of the music and performances being sold by defendants and their agents and as to the existence of an affiliation between Defendants and Ready for the World, causing irreparable injury to Ready for the World.

70. Defendants' conduct has and will continue to cause irreparable harm to Ready for the World, unless restrained by this Court.

71. Defendants' conduct constitutes a violation of 15 U.S.C. sec 1125(a).

72. Defendants' infringement has been and continues to be willful and in bad faith because of the continued infringing activities despite actual knowledge of Ready for the World's rights and demands to stop using the READY FOR THE WORLD mark.

73. As the direct and proximate result of Defendants' deliberate and intentional infringement, Defendants have unlawfully profited and Ready for the World has suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law.

COUNT III
Federal Trademark Dilution – 15 U.S.C. sec 1125(c)

74. Ready for the World incorporates by reference paragraphs 1 through 73 of this complaint as though more fully set forth herein.

75. Plaintiffs are the owners of the trademark READY FOR THE WORLD, which is both famous and distinctive throughout the United States and the world through use in the advertising and marketing of Plaintiff's music and live performances, through airplay, record sales, digital downloads, newspaper and magazine articles concerning the group, and through numerous public appearances and events.

76. Defendants herein are making commercial use of Plaintiff's mark in commerce for their monetary gain.

77. The READY FOR THE WORLD mark is famous, within the meaning of section 43(c) of the Lanham Act, 15 U.S.C. sec. 1125(c).

78. Defendants began the misuse of the READY FOR THE WORLD mark long after the READY FOR THE WORLD mark became famous.

79. Plaintiffs mark is associated with the platinum selling group Ready for the World exclusively in connection with live and recorded music and musical performances, and has been so associated for well over a decade.

80. Defendants' use of the READY FOR THE WORLD mark for musical performances presents a likelihood of dilution of the distinctive value of Plaintiffs famous mark, READY FOR THE WORLD, and its business reputation as a recognized and chart topping musical band associated with said mark, in violation of 15 U.S.C. sec. 1125(c).

81. Plaintiff did not and does not authorize any of Defendants', or any of Defendants' agents, to use the READY FOR THE WORLD mark in any manner whatsoever.

82. As a direct result of Defendants' willful acts of service mark dilution of the READY FOR THE WORLD mark as described herein, Plaintiff has suffered substantial damage, in an amount to be proven at trial.

83. Defendants' acts of dilution have also caused Plaintiff irreparable, ongoing injury of a nature that may not be compensable by monetary damages alone, and Ready for the World, Inc., is therefore entitled to injunctive relief.

84. Furthermore, by engaging willingly in the wrongful conduct described herein, Defendants have acted maliciously, fraudulently, oppressively, and in conscious disregard of Plaintiff's intellectual property rights.

85. Defendants' wrongful conduct, as set forth herein, constitutes a violation of Section 43(c) of the Lanham Act, 15 U.S.C. sec 1125(c).

86. Defendants' use of the READY FOR THE WORLD mark for music and live musical performances as used to date, are not in any way legally defensible as a nominative fair use of the REEADY FOR THE WORLD mark.

COUNT IV
Passing Off – Section 43(a) of Lanham Act

87. Ready for the World incorporates by reference paragraphs 1 through 86 of the complaint as though more fully set forth herein.

88. By distributing, marketing and otherwise exploiting itself as "Ready 4 the World featuring' Melvin Riley", "Ready 4 the World" and even "Ready for the World",

in interstate commerce, Defendants are passing off their goods and services to the public as if they were the chart-topping group, Ready for the World.

89. As a result, members of the public will and have been reasonable deceived and/or confused into believing that by going to a concert held by “Ready 4 the World featuring’ Melvin Riley” they are actually going to see Ready for the World or that the performance was in some way endorsed by Ready for the World.

90. Plaintiff is seriously injured by such deception, in that it negatively impacts Plaintiffs ability to distribute, market and otherwise exploit its products and musical performances and has subjected them to consumer confusion insofar as Defendants are not members of Ready for the World or otherwise endorsed by the band.

91. By engaging in the wrongful conduct described herein and above, Defendants have violated the passing off restrictions of section 43(a) of the Lanham Act.

92. Because Defendants have engaged in the conduct described herein with total knowledge of the harm being caused to Plaintiff by such wrongful conduct and acts, this is an exceptional case, which merits an award of treble damages and attorneys’ fees against Defendants.

93. Defendants’ acts and conduct have caused and will continue to cause Plaintiff great and irreparable injury that cannot be adequately compensated or measured in damages. Plaintiff has no adequate remedy at law and will suffer immediate and irreparable loss, damage and injury unless Defendants are restrained and enjoined from continuing to engage in such wrongful conduct.

COUNT V
False Advertising – Section 43(a) of Lanham Act

94. Ready for the World incorporates by reference paragraphs 1 through 93 of the complaint as though more fully set forth herein.

95. Defendants' unauthorized direct and indirect use of the READY FOR THE WORLD mark, as well as the trade name, READY FOR THE WORLD, as described above, in conjunction with the commercial advertising and promotion of live musical performances, constitutes unfair competition and false advertising in violation of Section 43(a) of the Lanham Act, 15 U.S.C. sec 1125(a).

96. Defendants' direct and indirect false statements and misrepresentations concerning their affiliation with the Billboard chart topping group, Ready for the World, are material in that the representations are likely to influence, and have influenced, the purchasing decisions of consumers.

97. Defendants' misrepresentations violated, and continue to violate, the Lanham Act in that the misrepresentations have actually deceived, or have the tendency to deceive, a substantial segment of the public that Defendants are targeting with their false and misleading advertising, marketing and promotional materials.

98. Defendants violated the Lanham Act by placing in interstate commerce, or contributing to or acquiescing in their placement, the false and/or misleading statements that Ready for the World was performing throughout the various advertising and promotional materials identified in the foregoing paragraphs.

99. Defendants' actions herein have been willful, wanton, reckless, undertaken in bad faith, and with the intent to deceive and misrepresent the true nature of

the Defendants' concert appearances as being those of the group, Ready for the World, to the detriment of Plaintiff.

100. As a direct and proximate result of Defendants' false and misleading advertising and promotions, Plaintiff has suffered, is suffering, and will continue to suffer damages.

COUNT VI
Damages Pursuant to 15 U.S.C. sec. 1117

101. Ready for the World incorporates by reference paragraphs 1 through 99 of the complaint as though more fully set forth herein.

102. Defendants' deliberate and deceptive use of the READY FOR THE WORLD mark was done with knowledge and intent to cause confusion, mistake, and deception.

103. As a result, Ready for the World Inc., has been damaged in its business, and Defendants have wrongfully profited therefrom.

104. Accordingly, Ready for the World is entitled to money damages pursuant to 15 U.S.C. sec. 1117(a), (b).

COUNT VII
Common Law Trademark Infringement and Unfair Competition

105. Ready for the World incorporates by reference paragraphs 1 through 104 of the complaint as though more fully set forth herein.

106. Since Ready for the World's initial use of the READY FOR THE WORLD mark in approximately 1984, it has sold services and has advertised and promoted its trademark continuously and extensively in commerce.

107. As a result of such use, promotion, and advertisement, the trademark is well known and recognized in the United States as being associated with the Billboard chart topping musical group. Specifically, the trademark is identified in consumers' minds with the Ready for the World music group and musical performances and, as such, has acquired a secondary meaning.

108. Ready for the World has reason to consider the READY FOR THE WORLD mark and the goodwill associated with them as valuable assets.

109. By adopting and using the READY FOR THE WORLD mark in conjunction with musical recordings and live musical performances substantially similar to, and including material and songs performed by Ready for the World, coupled with making false representations of origin, Defendants' have infringed upon Ready for the World's common law mark and unfairly competed with Ready for the World.

110. Defendants' use of the READY FOR THE WORLD mark and/or substantially similar trademark(s) has resulted and will continue to result in a likelihood of confusion by the public.

111. Defendants do not have Ready for the World's permission or authorization to make use of the READY FOR THE WORLD mark.

112. By reason of Defendants' conduct, they have infringed and threaten to further infringe upon the READY FOR THE WORLD mark.

113. The continued use by Defendants of the READY FOR THE WORLD mark is likely to confuse, mislead, and deceive the public into believing that Defendants' musical performances are in some manner originated by, offered by, sponsored by,

sanctioned by, or otherwise associated with Ready for the World, all to the damage and injury of Ready for the World.

114. Defendants' unlawful conduct will damage and continue to damage Ready for the World unless it is enjoined by this Court.

115. Ready for the World has no adequate remedy at law.

COUNT VIII

Violation of Michigan Consumer Protection Act MCL 445.901 et seq.

116. Ready for the World incorporates by reference paragraphs 1 through 115 of the complaint as though more fully set forth herein.

117. Defendants are using the READY FOR THE WORLD mark in connection with the exact same type of live musical performances and recordings as those offered by Ready for the World under the READY FOR THE WORLD mark.

118. Defendants are intentionally palming or passing off their band and/or performances as someone that is associated or affiliated with Ready for the World, by means of their improper use of the READY FOR THE WORLD mark.

119. Defendants have intentionally advertised or conducted live musical performances or productions through the use of a false, deceptive, or misleading affiliation, connection, or association between Ready for the World and Defendants.

120. By virtue of the acts described above, Defendants have engaged in unfair methods of competition, unconscionable acts or practices, and unfair and deceptive acts or practices in the conduct of trade or commerce.

121. Defendants' actions have caused and, unless enjoined by this Court, will continue to cause, irreparable damage, loss and injury to Ready for the World for which it has no adequate remedy at law.

122. Absent the entry of an injunction by this Court, Defendants will continue to use "Ready for the World" and similar derivations thereof such as "Ready 4 the World" prominently in connection with their live music performances and recordings and will continue to cause Plaintiff irreparable harm in the form of lost business, damage to reputation, and loss of goodwill.

PRAYER FOR RELIEF

Wherefore, READY FOR THE WORLD requests that the Court enter judgment in its favor and to grant the following relief:

1. That Defendants' aforementioned acts be declared to be an infringement of Ready for the World's registered trademark in violation of the trademark laws of the United States, Title 15, United States Code, Section 1114 and 1125(a) and that Defendants, their respective directors, officers, agents, servants, employees, assigns, privies, affiliated companies and all persons in active concert or participation with them, and all those controlled by them, be preliminarily and permanently enjoined as follows:

a. From using the band name "Ready 4 the World featuring Melvin Riley", "Ready 4 the World" or any other band name that begins with "Ready for the World" or any variation thereof in any manner whatsoever including on any website, social media platform, print or any other media form;

b. Requiring Defendants, with respect to the conduct of their business and musical performances and media and publicity related thereto:

i. To cease doing business using the name “Ready 4 the World featuring Melvin Riley”, “Ready 4 the World” or any other band name that begins with “Ready for the World” or any variation thereof in any manner whatsoever;

ii. To disable and/or deliver to the Court for impounding during the pendency of this action, all advertisements, catalogues, brochures, or other printed material in the Defendants’ possession, custody, or control which display “Ready 4 the World featuring Melvin Riley” or “Ready 4 the World” or internet accounts that prominently include the name “Ready for the World” other than to state in fair use that Defendants Melvin Riley and John Eaton were former members or founding members of such group;

iii. To cancel and withdraw all advertisements, tweets, blogs or other marketing and publicity related activities generated by any Defendant containing “Ready 4 the World featuring Melvin Riley” or “Ready 4 the World” on any internet account or avenue including but not limited to: John Eaton’s Facebook account www.facebook.com/johneaton, Melvin Riley’s website, www.melvinriley.net, his Facebook account www.facebook.com/officialmelvinriley/, his Instagram account www.instagram.com/officialmelvinriley/, his Twitter account www.twitter.com/melvinrileyrftw/, where he posts as @MelvinRileyRFTW or otherwise, other than to state that Melvin Riley or John Eaton was a former member or founding member of such group; and

iv. To perform other and such further acts as may be reasonably necessary to eliminate any confusion in the minds of the consuming public as to the nonexistence of any relationship between Ready for the World and Defendants;

2. That Defendants' aforementioned acts be adjudged to be unfair methods of competition, passing off and trademark dilution and that, by virtue thereof, Ready for the World be awarded the preliminary and permanent injunctive relief set forth in paragraph 1 above;

3. Pursuant to Title 15 of the United States Code, Section 1117, that Defendants be ordered to:

a. Account for and pay over to Ready for the World all gains, profits, and advantages derived by it by said trademark infringement, false designations of origin, passing off, false description or representation of its services, false advertising, and from its said unfair competition, deception and unfair trade practices; and

b. Pay Ready for the World damages arising from the above-described acts in a just amount to be determined at the trial of this action and in accordance with Title 15, United States Code, Section 1117(a), together with costs, disbursements, and reasonable attorneys' fees;

4. That this Court adjudge that Defendants' use of the band name "Ready 4 the World featuring Melvin Riley" or "Ready 4 the World" for live performances or musical recordings is not a fair use of the READY FOR THE WORLD mark by Defendants;

5. That the aforesaid acts of Defendants be adjudged to be unfair competition under the common law of the State of Michigan and that Ready for the World be granted injunctive relief and awarded damages as determined at trial;

6. That this Court find that Defendants have violated the Michigan Consumer Protection Act and will continue to use unfair and deceptive trade practices unless enjoined from doing so;

7. That Ready for the World be awarded damages in the amount that Defendants, by their wrongful conduct, have unjustly enriched themselves;

8. That Ready for the World be awarded punitive damages in an amount to be determined at trial, by reason of Defendants' willful, wanton, and intentionally deceptive conduct and infringing activities as set forth above;

9. That Ready for the World be awarded its costs and attorneys' fees; and

10. That Ready for the World be awarded such other and further relief, as this Court may deem just, proper and equitable.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

Dated this 7 day of January 2019.

Respectfully Submitted,

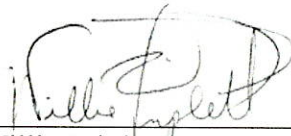
/s/ Lisa Orlando
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P52901

VERIFICATION

I, Willie Triplett, as the President of Ready for the World Inc., and band member of Ready for the World, verify that the facts contained within this Verified Complaint are true and accurate, except those facts asserted on information and belief, and as to those facts, I believe them to be true.

I declare under penalty of perjury under the laws of the United States of America and the laws of the State of Michigan that the foregoing is true and correct.

Executed on January 3rd, 2019.

A handwritten signature in black ink, appearing to read "Willie Triplett", written over a horizontal line.

Willie Triplett
Business Affairs Manager for Ready for the World
Inc. and Member of Ready for the World